

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
NINETEENTH REGION**

In the Matter of	)	
	)	
<b>FIRST STUDENT, INC.</b>	)	
	)	<b>Cases 36-CA-10762</b>
	)	<b>36-CA-10766</b>
<b>and</b>	)	<b>36-CA-10767</b>
	)	<b>36-CA-10848</b>
<b>OREGON SCHOOL EMPLOYEES</b>	)	<b>36-CA-10870</b>
<b>ASSOCIATION</b>	)	

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**FIRST STUDENT INC.'S EXCEPTIONS  
TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE**

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Submitted by:  
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### **First Student's Exceptions to the Decision of the Administrative Law Judge**

1. ALJD<sup>1</sup> p. 15, lines 33-35      The ALJ's finding that the *Stone Container* exception does not apply to this case.
2. ALJD p. 15, lines 37-40      The ALJ's finding that First Student had a past practice of granting annual wage increases at the Lake Oswego location.
3. ALJD p. 15, lines 46-50      The ALJ's finding that First Student failed to bargain with the Union over the amount to be paid under its wage programs.
4. ALJD p. 16, lines 1-4      The ALJ's finding that the announcements concerning annual wage increases to the bargaining units and Dr. Gapsin did not constitute notice and an opportunity to bargain.
5. ALJD p. 16, lines 8-9      The ALJ's finding that the action of maintaining wages does not constitute a *de minimis* violation.
6. ALJD p. 16, lines 16-17      The ALJ's finding that First Student discontinued the attendance bonus at the Lake Oswego location.
7. ALJD p. 16, lines 19-21      The ALJ's finding that the delay of the monthly attendance bonus was a material change in a condition of employment.
8. ALJD p. 16, lines 21-22      The ALJ's finding that First Student's payment of the attendance bonus in November did not effectively repudiate the alleged violation.
9. ALJD p. 16, lines 22-23      The ALJ's finding that the one month delayed payment of the attendance bonus to one employee does not constitute a *de minimis* violation of the Act.
10. ALJD p. 16, lines 36-37      The ALJ's finding that First Student ceased its annual wage increase and attendance bonus in violation of Sections 8(a)(1) and (5) of the Act.

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<sup>1</sup> The Decision of the Administrative Law Judge is referenced herein as "ALJD."

11. ALJD p. 17, lines 9-12  
The ALJ's finding that First Student's position to discuss economic items after discussion of non-economic items does not constitute a hard bargaining strategy motivated by business considerations.
12. ALJD p. 17, lines 24-26  
The ALJ's finding that First Student bargained in bad faith from January 6 until August 2, 2011 in violation of Sections 8(a)(1) and (5) of the Act by refusing to discuss economic items until non-economic items were resolved.
13. ALJD p. 18, lines 8-9  
The ALJ's finding that First Student's delayed payment of the attendance bonus at Lake Oswego had the effect of undermining the Union's support and was evidence of bad faith bargaining with the Gresham bargaining unit.
14. ALJD p. 18, lines 16-20  
The ALJ's finding that First Student met with the Union less than once a month since certification yet sustained an objection to First Student's line of questioning regarding the Union's scheduling conflicts. (Transcript p. 128-29, 384-85).
15. ALJD p. 19, lines 1-2  
The ALJ's finding that First Student met with the Union less than once a month between certification and August 2, 2011 after determining that they met eleven times over eight months.
16. ALJD p. 19, lines 27-30  
The ALJ's finding that between April 15 and August 2, 2011, First Student refused to meet at reasonable times in violation of Section 8(a)(5) of the Act.
17. ALJD p. 20, lines 28-32  
The ALJ's finding that First Student's communication and attempt to reschedule bargaining meetings after cancelling the June 21 meeting did not constitute an effective repudiation.
18. ALJD p. 20, lines 34-36  
The ALJ's finding that First Student failed to bargain in good faith by cancelling the June 21-23, 2011 bargaining sessions without good cause in violation of Section 8(a)(5) of the Act.

19. ALJD p. 21, lines 27-30 The ALJ's finding that First Student violated Section 8(a)(5) of the Act by refusing to provide wage sheets to the Union.
20. ALJD p. 22, lines 27-28 The ALJ's finding that First Student violated Section 8(a)(5) of the Act by refusing to provide the Gresham Revenue Contract to the Union.
21. ALJD p. 22, lines 33-35 The ALJ's finding that the refusal to provide the Gresham Revenue Contract does not constitute a *de minimis* violation.
22. ALJD p. 22, lines 44-48 The ALJ's finding that First Student made the Sandy and West Linn-Wilsonville Revenue Contracts relevant while bargaining with the Union.
23. ALJD p. 23, lines 7-8 The ALJ's finding that First Student violated Section 8(a)(5) of the Act by refusing to provide the Sandy and West Linn-Wilsonville Revenue Contracts to the Union.
24. ALJD p. 23, lines 24-26 The ALJ's finding that since March 22, 2011, First Student violated Section 8(a)(5) of the Act by failing to provide the information regarding the number of employees in each of several job classifications.
25. ALJD p. 23, lines 48-49 The ALJ's finding that Darryl Jefferson's statement on August 25, 2010 violated Section 8(a)(1) of the Act.
26. ALJD p. 24, lines 13-16 The ALJ's finding that statements made by Kim Mingo on August 31, 2010 violated Section 8(a)(1) of the Act.
27. ALJD p. 24, lines 18-19 The ALJ's finding that the statements made by Mingo, Jourdan and Jefferson do not constitute a *de minimis* violation.
28. ALJD p. 24, lines 29-30 The ALJ's finding that Darryl Jefferson's statement on October 15, 2010 violated Section 8(a)(1) of the Act.
29. ALJD p. 24, lines 40-42 The ALJ's finding that Michael Jourdan told employees that they were not getting a raise because of the Union.

30. ALJD p. 24, lines 46-47                      The ALJ's finding that statements made by Michael Jourdan on August 19 and August 24, 2010 violated Section 8(a)(1) of the Act.
31. ALJD p. 25, lines 22-27                      The ALJ's finding that the November 10, 2011 letter was sent to employees and does not constitute a *de minimis* violation.
32. ALJD p. 25, lines 29-30                      The ALJ's finding that First Student violated Section 8(a)(1) of the Act on November 10, 2010 by sending a letter to Gresham employees stating that only non-union participants in its Retirement Savings Plan would receive an employer matching contribution.
33. ALJD p. 28, lines 1-6                         The ALJ's ordered remedy to offer reinstatement to Rhandy Villanueva and make him whole as a result of discrimination and unlawful termination.

Respectfully submitted,

FIRST STUDENT, INC.



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Dated: January 11, 2012  
Cincinnati, Ohio

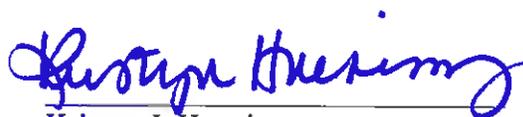
**CERTIFICATE OF SERVICE**

I hereby certify that a copy of First Student, Inc.'s Exceptions to the Decision of the Administrative Law Judge was served by e-file, e-mail and U.S. post-paid regular mail on this 11<sup>th</sup> day of January, 2012 to the following:

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